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## NOTICE OF SALE

**NOTICE OF SALE CIVIL ACTION NO. 2010-CP-02-1803 BY VIRTUE** of the decree heretofore granted in the case of: BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP vs. Aaron R. Waller, et al., the undersigned Master in Equity for Aiken County, South Carolina, will sell on October 7, 2013 at 11:00AM, at the Aiken County Courthouse, City of Aiken, State of South Carolina, to the highest bidder:

**ALL THAT LOT OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF AIKEN, TOWN OF JACKSON, BEING KNOWN AND DESIGNATED AS LOT 7, BLOCK H, ON A PLAT DATED JUNE 1, 1951, PREPARED BY M.R. REAMES, RLS, AND RECORDED IN MISCELLANEOUS BOOK 39, PAGE 118, IN THE OFFICE OF THE REGISTER OF MESNE CONVEYANCES OF AIKEN COUNTY, SOUTH CAROLINA. REFERENCE IS HEREBY MADE TO SAID PLAT FOR A MORE COMPLETE AND ACCURATE DESCRIPTION OF THE METES, BOUNDS, AND LOCATION OF SAID PROPERTY. SAID PROPERTY IS BOUNDED AND MEASURES AS FOLLOWS: NORTHEAST BY AN ALLEY OF A WIDTH OF 10 FEET SEPARATING IT FROM LOT 2, BLOCK H, FOR A DISTANCE OF 100 FEET; SOUTHEAST BY LOT 8, BLOCK H, FOR A DISTANCE OF 220 FEET; SOUTHWEST BY THIRD STREET FOR A DISTANCE OF 100 FEET; AND NORTHWEST BY LOT 6, BLOCK H, FOR A DISTANCE OF 220 FEET.**


**SAID PROPERTY IS SUBJECT TO THE FOLLOWING RESTRICTIONS AND CONDITIONS: SAID PREMISES SHALL BE USED ONLY FOR RESIDENTIAL PURPOSES AND SHALL NOT BE USED FOR A TRAILER PARK OR SIMILAR ENTERPRISE; AND THAT LOT SHALL NOT BE SUBDIVIDED, AND MAIN DWELLING TO BE CONSTRUCTED THEREON SHALL COST AT LEAST \$7,000.**

**THIS BEING THE SAME PROPERTY AS CONVEYED TO AARON R. WALLER BY DEED OF WILMA LYNNE CLARKE BY DEED RECORDED JUNE 30, 2006 IN BOOK 4073 AT PAGE 1085.**

CURRENT ADDRESS OF PROPERTY: 503 Third Street, Jackson, SC 29831  
TMS: 077-12-02-003

**TERMS OF SALE:** The successful bidder, other than the Plaintiff, will deposit with the Master in Equity, at conclusion of the bidding, five percent (5%) of his bid, in cash or equivalent, as evidence of good faith, same to be applied to the purchase price in case of compliance, but to be forfeited and applied first to costs and then to the Plaintiff's debt in the case of non-compliance. Should the last and highest bidder fail to comply with the other terms of the bid within twenty (20) days, then the Master in Equity may re-sell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder). No personal or deficiency judgment being demanded, the bidding shall not remain open after the date of sale and shall be final on that date, and compliance with the bid may be made immediately. Purchaser to pay for documentary stamps on the Deed. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of 7% per annum. The sale shall be subject to taxes and assessments, existing easements and restrictions, easements and restrictions of record and any other senior encumbrances.

In the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

  
The Honorable M. Anderson Griffith  
Master in Equity for Aiken County

Brock & Scott, PLLC  
3800 Fernandina Road, Suite 110  
Columbia, SC 29210  
Attorneys for Plaintiff